

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR THE PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL:
SOFTWARE DESIGN AND IMPLEMENTATION
SNOW PLOW TRACKING SOLUTION
RFP #14-17

Pre-Proposal Meeting: September 5, 2013 at 9:30 a.m.

Proposal Opening Date: September 13, 2013 at 9:30 a.m.

AUGUST 2013

Setti D. Warren, Mayor

PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer (CPO) has, in accordance with M.G.L. c.30B, §6(a), determined that the procurement of design and implementation services for a snow plow tracking solution is best served by utilizing a Request for Proposals (RFP) process. Such a process will enable the City to evaluate key factors such as the experience of the proposers, prior experience and creativity in addressing the problem of real time monitoring of plow locations, and pricing of individual phases of work. Because snow plow tracking is an essential component of clearing snow from roadways and other public property during winter storm emergencies, it is important that the City have the ability to select the most advantageous proposal quality of product and adherence to desired specifications as well as cost.

PART II. BACKGROUND

Newton is a City with a population of approximately 85,000 persons with approximately 300 miles of plowable roadway and 87 miles of plowable sidewalk within an 18.2 square mile area. One pass at the roadways and sidewalks takes between 6 and 8 hours using 200 pieces of plowing equipment, both publicly and privately owned.

It is vital that snow plowing activities are conducted in the most efficient and effective manner possible following winter storms, and to that end the City seeks to formulate a solution to the issue of tracking snow plowing equipment during the course of clearing snow from roadways and other public properties.

The City of Newton has studied the benefits and expected costs of an integrated Global Positioning System (GPS)/Automated Vehicle Location (AVL)¹ system that auto-populates a substantial amount of data, used along a specific route, into the a single database. The City seeks to develop automation of tracking its own vehicles and those belonging to independent contractors. The primary functionalities are:

- Material Tracking
- Real-Time Vehicle Location
- In-Vehicle Information

Additional capabilities such as route adherence, playback of vehicle routes, material tracking, reporting, archiving, GPS data, speed, sensed parameters such as plow position, wing position, body blade position, rate of material applied, pavement temperature, air temperature, wind direction, wind speed, friction, etc. The system should also indicate whether one, some or all of the lanes on a roadway have been plowed and the time of their most recent plowing. This information will assist in the real-time information needed for field supervisor to make treatment need decisions. As well, the system will assist the City in asset management, best winter operational practices, operational efficiencies, and identification of training that may be needed. This system will also assist in City emergency management efforts to see where a snowplow may be located during any given storm.

Another component of the system will be an interface with the on-board vehicular computer that can provide vehicle and operational performance information to the City and—through uploads to the City's website—the public. Many elements of the engine operation can be tracked and monitored to identify potential engine problems.

This system can be used to train operators in techniques and practices that promote engine-life and vehicular safety and maintenance activities.

¹ The City is not aware of technology besides GPS that would meet the needs described herein. The use of the term is not intended to restrict proposers, and any equivalent system that provides the tracking capabilities required that is not based on GPS will be deemed responsive and be duly considered.

The City anticipates saving staff time taking hand-written material usage forms and re-entering data. For large scale storms one staff person at each maintenance yard can be dedicated to data entry during the duration of the storm.

Other states have documented material savings in the range of 10-40 percent once GPS/AVL systems were installed. For planning purposes, the City of Newton expects a 10 percent reduction in material savings.

With the operator and supervisor better able to adjust to weather conditions and track vehicle location, improvements in emergency response (getting the right resources to the proper location) is expected as a result of this project. This is a benefit to all road users.

The GPS/AVL system will help identify opportunities to track fleet operations that improve long-term fleet maintenance and extend the operational life of City-owned equipment. This information can be used to develop training procedures that improve maintenance and operations.

PART III. ANTICIPATED RFP SCHEDULE

RFP issued	August 29, 2013 at 10:00 a.m.
Pre-Proposal Meeting	September 5, 2013 at 9:30 a.m.
Deadline for submitting questions	September 6, 2013 at 12:00 p.m.
Responses due from City	September 10, 2013
Proposals due	September 13, 2013 at 9:30 a.m.
Award of contract	On or before October 15, 2013 (anticipated)

PART IV. PROPOSAL SUBMISSION

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, §6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **9:30 A.M., September 13, 2013**.

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the fee the proposer will charge for its services hereunder and (ii) a Price Proposal, which shall consist solely of the proposed fee. Proposers shall submit **four (4) copies each of the Technical Proposal and one (1) of the Price Proposal**. Please ensure that “Technical” & “Price” Proposals are submitted in **separate sealed envelopes**. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

The envelopes shall be marked:

1. “TECHNICAL PROPOSAL - RFP #14-17 Snow Plow Tracking Solution”

Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.

2. “PRICE PROPOSAL – RFP #14-17 Snow Plow Tracking Solution”

The Price Proposal shall cover the cost of creating, installing and training the City on the use of the system, together with a full service warranty for a period of three (3) years.

Faxed proposals will not be accepted.

The Technical Proposal may include any materials and information that the proposer feels is necessary. There will be no public opening of submitted proposals. Following the proposal submission date, the CPO will open the Technical Proposals and prepare a register of those firms submitting proposals; that list shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

In the event that the City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due at the same time on the next following business day that the City Hall and the Purchasing Department are open.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

PART V. QUESTIONS/ADDENDA

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to purchasing@newtonma.gov or faxed to the Purchasing Department no later than **12:00 noon September 6, 2013**.

City of Newton, Purchasing Department
1000 Commonwealth Avenue – Room 204
Newton, MA 02459
(617) 796-1227

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/*Cover Page* which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online at www.newtonma.gov/bids and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the Internet, you must make yourself or your company known to the City’s Purchasing Department by emailing purchasing@newtonma.gov or faxing (617) 796-1227, you or your company’s: name, address, phone and fax number and include the RFP NUMBER (#14-17) and project title (Snow Plow Tracking Solution). It is the contractor’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: www.newtonma.gov/bids.

PART VI. PURCHASE DESCRIPTION

The City desires to procure a tracking system for the real time monitoring of the location and operation of municipal snow plows that is designed to improve oversight of plowing operations through real-time visibility of snow plows on an interactive map that could be utilized by dispatchers and supervisors.

The system should consist of three basic parts:

- A “Dashboard” interface, which can be displayed on any internet browser
- A Portable GPS device located in each vehicle
- A Report Generator that can be accessed from any Internet browser including IE Explorer, Chrome, and Safari

System settings should include:

- Alert Thresholds
- Maximum Idle Time – Time that a vehicle can be idle before an alert is issued
- Uploading Route Information – The system should have the capability to upload the prescribed plowing routes.
- User Names and Passwords for restricted access to Report Information
- Geofencing Definitions - Pre-defined set of boundaries for a GPS tracking system. Geofencing allows the users to know when their assets leave a particular area or go beyond particular areas designated within the system

Basic Snow Plow & Spread Map Report:

This is the primary map and provides a view that can be magnified in or out using the pan and zoom control located on the screen.

The map should include:

- (Total number of) unplowed segments, out of (total number of segments)
- (Total number of) plowed segments, out of (total number of segments)
- (Total number of) segments that exceed threshold since time last plowed, out of (total number of segments)
- (Total number of) unsatisfied Plow requests out of (Total number) of Plow requests
(satisfied plow requests should be automatically hidden from view upon being satisfied)
- Storm Elapsed Time and Start Time
- Longest wait time reported
- Average Actual Wait Times
- Longest Actual Wait Time

Alerts:

When an alert occurs, the object that it is for, always flashes, and an audible tone is heard when it starts.

Alert Dialog:

An Alert Dialog Box shows the following information:

- Vehicle ID
 - Driver ID
 - Region Assignment
 - Time in Service for Vehicle
 - Time in Service for Driver
 - Number of miles plowed (or spread)
 - Alert list
 - Time of Alert
 - Alert Definition
 - X for closing the dialog
- Possible Alerts include:
- Excessive Idle - From time, to time
 - Route Deviation – From, street & time , to, street & time
 - Geo-fence Violation – Vehicle ID, street, time

Weather Overlay:

The system should have the ability to overlap weather maps onto the two map displays in order to better be able to direct assets into areas with heavy snow.

Reports:

The following reports should be able to be displayed:

Vehicle Storm Performance Report – for each vehicle

- Vehicle Number
- Driver ID
- Region Assignment
- Time - start, stop, elapsed
- Miles driven (alert if out of range)
- Idle (alert if out of range)
- Alerts – off route, excessive idle

Comparative Performance Reports:

The Comparative Performance Report should show:

- For each Zone, how long it took to complete the zone, total miles, total time, total idle time, start time, stop time
- For each Vehicle, the miles driven, the time in service, the Idle time
- Histogram showing number of streets plowed

Vapor Trail Report

The vapor trail report shows where a snow plow vehicle has been by showing a path diagram on a map.

Client Application Programming Interface (API):

Software should be provided that supports an (API) Application Programming Interface allowing the ability to interrogate the system status and estimate the time to clearing a specific location. The API should accept a unique address and respond with the estimated time to plow that location and the current estimated status. The system should log the request so that the operator can learn which addresses generated performance requests. It should also be possible for the City to have telephone operators log requests and respond by voice with the estimations.

GPS Tracker:

Each snow plowing vehicle will need to have located within it a mobile device, which must be affixed to the dashboard and plugged in to the vehicle power so as to charge continuously. This device should be easily passed to another driver and be able to be collected and removed from vehicles at the end of snow plowing operations.

Plow and Spreader Indicators:

There should be an additional option where one can connect the Plow Position and Spreader Position indicators to the mobile device. These indicators should be used (if available) to track specific plowing and spreading actions.

Installation:

The City will be responsible for purchasing all GPS Tracker mobile devices and purchasing a mobile service separate and apart from this contract; however, the Contractor will be responsible for identifying several models of GPS Trackers and mobile services that will be compatible with the Snow Plow Tracking Solution.

Training:

The selected Contractor will be responsible to provide training for drivers, and staff who will use the system.

Software Updates:

Contractors shall include in their price any necessary software updates for up to one year from the date of installation.

Support:

Contractor shall provide telephone tech support included in the annual service agreement 24 hours per day, 7 days per week, and 365 days per year.

PART VII. QUALITY REQUIREMENTS

To be considered for evaluation, a proposal must meet all of the following requirements:

1. The proposed system includes all the features set forth in “PART VI. PURCHASE DESCRIPTION” or their equivalent.
2. The proposer must demonstrate that it has experience with traffic or fleet management.
3. The proposer must demonstrate an understanding of integrated GPS/AVL technology.
4. The Proposal must include all information required under this RFP
5. The Proposer has submitted at least three (3) satisfactory references from prior customers.
6. Certificate of Non-Collusion
7. Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49.
8. Certificate of Authority.
9. Certificate of Foreign Corporation (if applicable).
10. Debarment Letter
11. IRS Form W-9

PART VIII. EVALUATION OF PROPOSALS

All proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. c.30B, §6. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the Quality Requirements will be reviewed for responsiveness to the comparative evaluation criteria below. Each member of the Evaluation Committee will assign—to the extent applicable—a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating will be determined for each proposal by each evaluator. After the evaluations are complete, the price proposals will be opened. The price proposals will be evaluated and ranked based on total price. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the technical proposal, nor to the proposer offering the lowest price. The City will award the contract to only one responsive and responsible vendor submitting the most advantageous proposal taking into consideration that proposal’s quality requirements, evaluation criteria and composite ratings, responsiveness of proposal to the City’s needs, and price. Before awarding the contract, the City may request additional information from a vendor. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any other reason if it determines that it is in the best interest of the City to do so.

COMPARATIVE EVALUATION CRITERIA

The proposals will be evaluated based on the criteria listed below, and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

1. Experience based on number of similar projects completed

Highly Advantageous: Set up two (2) or more municipal integrated GPS/AVL snow plow tracking systems that have been in operation for at least two (2) snow seasons.

Advantageous: Set up 1-2 municipal integrated GPS/AVL snow plow tracking systems.

Not Advantageous: Set up two (2) or more integrated GPS/AVL vehicle tracking systems of any type.

Unacceptable: Set up one or no GPS/AVL vehicle tracking systems.

2. Familiarity with the community and its needs and/or approach:

Highly Advantageous: Has experience with emergency management for one or more municipalities similar in size or larger than Newton.

Advantageous: Has experience with emergency management any municipality or other public entity.

Not Advantageous: Has experience with emergency management in the private sector.

Unacceptable: Has little or no emergency management experience.

3. Quality of previous work performed

Highly Advantageous: Exemplary references from 3 or more client public entities verifying that the work performed was consistent with the entities' desired outcome.

Advantageous: Less than 3 exemplary references from public entities but 3 or more clients verifying exemplary/satisfactory outcomes.

Not Advantageous: Exemplary references from 3 or more private entities verifying that the work performed was consistent with the entities' desired outcome

Unacceptable: Combinations of references that are not highly advantageous, advantageous or non advantageous.

4. Demonstrated ability to design and implement software tracking solutions of a nature similar to that described in this RFP

Highly Advantageous: Three or more examples of design and implementation services on prior GPS/AVL projects, more than two of which were for public entities.

Advantageous: At least one but less than two examples of design and implementation services on prior GPS/AVL projects for public entities.

Not Advantageous: One example of design and implementation services a prior GPS/AVL project.

Unacceptable: Experience only with designing GPS/AVL project.

5. Extent to which the proposed GPS/AVL system meets the needs of the City of Newton

Highly Advantageous: The proposed GPS/AVL system meets all or exceeds the most of the stated needs of the City.

Advantageous: The proposed GPS/AVL system meets most but not all of the stated needs of the City.

Not Advantageous: The proposed GPS/AVL system meets many of the stated needs of the City.

Unacceptable: The proposed GPS/AVL system meets few or none of the stated needs of the City.

6. Scope of savings that will accrue to the City as a result of adopting a GPS/AVL system

Highly Advantageous: Credible evidence shows that the proposed GPS/AVL system will generate significant savings.

Advantageous: Credible evidence shows that the proposed GPS/AVL system will generate some savings.

Not Advantageous: Credible evidence shows that the proposed GPS/AVL system will generate only minimal savings.

Unacceptable: No credible evidence that the proposed GPS/AVL system will generate any savings.

PART IX. AWARD OF CONTRACT

The contract will be awarded to the responsive and responsible proposer deemed by the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the Technical and Price Proposals, including all of the comparative criteria listed above. The City will reject any and all bids when required to do so by applicable law. In addition, the City reserves the right to waive any informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

Nicholas Read
Chief Procurement Officer

**CITY OF NEWTON
REQUEST FOR PROPOSALS**

Snow Plow Tracking Solution

PRICE PROPOSAL SHEET FOR RFP #14-17

BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED “PRICE PROPOSAL”

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to complete the project as specified and to provide a three (3) year maintenance warranty therefor, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This proposal includes addenda number(s) ____, ____, ____, ____,

C. The proposed price is: _____

COMPANY: _____

The undersigned has completed and submits herewith the following documents:

- One (1) original and four (4) copies of the Non-price proposal (all in one separate sealed envelope marked “RFP #14-17 - TECHNICAL PROPOSAL”)
- One Original Price Proposal (separate sealed envelope marked “RFP #14-17 - PRICE PROPOSAL”)
- Bidder’s Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Debarment Letter, 1 page

D. The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

E. The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean

any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing sign design or consultation work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone/Fax)

(Email address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	X Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name: _____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

AGREEMENT FOR SERVICES

C-_____

This Agreement ("Agreement") is made this day of _____, 2013 by and between XXXX ("Contractor"), with offices at XXXXX and the City of Newton (the "City"), Newton City Hall, 1000 Commonwealth Avenue, Newton Centre, MA 02459.

WHEREAS, the City desires the services of a qualified contractor to design and implement a Snow Plow Tracking System (the "Project"); and

WHEREAS, the CONTRACTOR has proposed to provide such services and has represented that it is qualified to do so;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference
 - a. This AGREEMENT FOR SERVICES
 - b. City of Newton's Request for Proposal No. 14-17, dated August 29, 2013 issued by, *Chief Procurement Officer* ("RFP"); and
 - c. Technical and Price Proposal of the Contractor dated September ____, 2013 (hereinafter, "Contractor's Proposal").
 - d. Addenda Number(s)_____ ;
 - e. The Contractor's Proposal accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s) submitted by the Contractor in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the City after execution of this AGREEMENT FOR SERVICES.

This AGREEMENT FOR SERVICES, together with the other documents enumerated in this Article, constitute the entire Agreement between the City and the Contractor.

2. SCOPE OF SERVICES

The Contractor shall perform the professional services as described in Exhibit A to this Agreement. All such professional services shall be carried out in a manner and quality that meets or exceeds the standards of Contractor's profession, as well as to the satisfaction of the City.

3. SCHEDULE

The Contractor shall provide the above services in accordance with the following schedule:

- Design of the Snow Plow Tracking Solution is to begin no later than October 22, 2013
- Testing of the Solution is to begin no later than December 1, 2013
- Final Implementation of the Solution is to be complete no later than January 31, 2014

4. PAYMENT AND PAYMENT PROCEDURES

The fee shall be paid in three (3) equal amounts of _____ (\$ _____) Dollars each. The first payment shall be due upon completion of design of the Snow Plow Tracking Solution; the second payment shall be due upon completion of Testing of the Snow Plow Tracking Solution; the final payment shall be due upon completion of Final Implementation of the Snow Plow Tracking Solution.

Upon completion of the work to be done for each payment, the Contractor shall send to the City an invoice documenting the work done and the dates when such work was performed.

The City's payment of the three (3) installments set forth in the second preceding paragraph shall constitute full and complete compensation for the services hereunder. There shall be no additional compensation or reimbursement for out-of-pocket or other expenses, including without limitation employee benefits, incurred by the Contractor in connection with the performance of the services under this Agreement unless mutually agreed to in writing by the Parties. Payments shall be made within thirty (30) days of the City's approval of invoices submitted by the Contractor. In the event that the City terminates this Agreement prior to the completion of all work to be performed under this Agreement, the Contractor shall only be entitled to compensation in accordance with the provisions of Section 6 or Section 7 below, whichever is applicable.

5. TERM OF AGREEMENT

The term of this Agreement shall run for three (3) years from the date of execution.

6. TERMINATION FOR CAUSE

If, for any cause, the Contractor fails to fulfill in a timely manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to date of termination. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

7. TERMINATION FOR CONVENIENCE

The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination. Such notice shall be given not less than five (5) days prior to the effective date of termination. If the Agreement is terminated for the convenience of the City, the Contractor shall be entitled to payment for services completed. Such compensation shall be pro rata and shall be based on the percentage of services actually performed, less payments already made for such services.

8. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City and its officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest, arising out of the performance of the services rendered pursuant to this Agreement, provided that any such action, cause of action, claim, demand, damages, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

9. RELATIONSHIP OF THE PARTIES

The Contractor shall be an independent contractor to the City. Neither Party shall be deemed to be the legal representative of the other. Each Party agrees to assume complete responsibility for its own employees with regard to federal or state employer's liability, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements, as applicable, and other federal, state or local laws.

10. NONDISCRIMINATION

The Contractor agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion, national origin, disability, age, gender identity, or sexual orientation in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

11. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure to the benefit of the Parties to this Agreement and their respective successors and assigns. The City recognizes the Contractor is a sole contractor performing the services required under this Agreement. Sub-contracting or assignment of any of the work required under this Agreement is expressly prohibited without the prior written consent of the City.

12. CERTIFICATIONS BY CONTRACTOR

By executing this Agreement, the Contractor certifies, under penalties of perjury:

- a. That the Contractor's bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- b. That the Contractor has neither presently, nor during the period of this Agreement, will have any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement, not shall any person having any such interest be employed by the Contractor to perform the work called for in this Agreement.

13. COMPLIANCE WITH LAWS & GOVERNING LAW

The Contractor shall comply with all applicable laws, ordinances, or codes of the State or local government, in performing any of the work call for under this Agreement. The Parties hereby agree that this Agreement has been executed and delivered in the Commonwealth of Massachusetts and shall be construed, enforced and governed by the laws thereof.

14. WARRANTY.

The Contractor guarantees to City that all materials incorporated into the Project will be new unless otherwise specified or agreed, and otherwise in accordance with the City's specifications set forth in its RFP. Contractor also guarantees that all work will be done in a workmanlike manner, free from defects, and in conformance with any specifications mentioned in this Agreement. In addition, the installation and operation of the GPS/AVL system shall be covered by a five (5) year warranty of the Project's effective operation.

15. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.

16. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties and, except as otherwise provided, this Agreement may not be amended, modified or terminated, except by a written instrument signed by each Party to this Agreement.

IN WITNESS whereof, the Parties to this Agreement have hereunto set its hands and seals in quintuplicate on the dates set forth below.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal Here

City funds are available in the following account:

0140110-5273 -

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

EXHIBIT A: Design and Implementation Services, Snow Plow Tracking System

The Contractor will produce a tracking solution for the operation of municipal snow plows that is designed to improve oversight of plowing operations through real-time visibility of snow plows on an interactive map that could be utilized by dispatchers and supervisors.

The system should consist of three basic parts:

- A “Dashboard” interface, which can be displayed on any internet browser
- A Portable GPS device located in each vehicle
- A Report Generator that can be accessed from any Internet browser including IE Explorer, Chrome, and Safari

System settings should include:

- Alert Thresholds
- Maximum Idle Time – Time that a vehicle can be idle before an alert is issued
- Uploading Route Information – The system should have the capability to upload the prescribed plowing routes.
- User Names and Passwords for restricted access to Report Information
- Geofencing Definitions - Pre-defined set of boundaries for a GPS tracking system. Geofencing allows the users to know when their assets leave a particular area or go beyond particular areas designated within the system

Basic Snow Plow & Spread Map Report:

This is the primary map and provides a view that can be magnified in or out using the pan and zoom control located on the screen.

The map should include:

- (Total number of) unplowed segments, out of (total number of segments)
- (Total number of) plowed segments, out of (total number of segments)
- (Total number of) segments that exceed threshold since time last plowed, out of (total number of segments)
- (Total number of) unsatisfied Plow requests out of (Total number) of Plow requests
(satisfied plow requests should be automatically hidden from view upon being satisfied)
- Storm Elapsed Time and Start Time
- Longest wait time reported
- Average Actual Wait Times
- Longest Actual Wait Time

Alerts:

When an alert occurs, the object that it is for, always flashes, and an audible tone is heard when it starts.

Alert Dialog:

An Alert Dialog Box shows the following information:

- Vehicle ID
- Driver ID
- Region Assignment
- Time in Service for Vehicle
- Time in Service for Driver
- Number of miles plowed (or spread)
- Alert list
- Time of Alert
- Alert Definition
- X for closing the dialog

Possible Alerts include:

- Excessive Idle - From time, to time
- Route Deviation – From, street & time , to, street & time
- Geo-fence Violation – Vehicle ID, street, time

Weather Overlay:

The system should have the ability to overlap weather maps onto the two map displays in order to better be able to direct assets into areas with heavy snow.

Reports:

The following reports should be able to be displayed:

Vehicle Storm Performance Report – for each vehicle

- Vehicle Number
- Driver ID
- Region Assignment
- Time - start, stop, elapsed
- Miles driven (alert if out of range)
- Idle (alert if out of range)
- Alerts – off route, excessive idle

Comparative Performance Reports:

The Comparative Performance Report should show:

- For each Zone, how long it took to complete the zone, total miles, total time, total idle time, start time, stop time
- For each Vehicle, the miles driven, the time in service, the Idle time
- Histogram showing number of streets plowed

Vapor Trail Report

The vapor trail report shows where a snow plow vehicle has been by showing a path diagram on a map.

Client Application Programming Interface (API):

Software should be provided that supports an (API) Application Programming Interface allowing the ability to interrogate the system status and estimate the time to clearing a specific location. The API should accept a unique address and respond with the estimated time to plow that location and the current estimated status. The system should log the request so that the operator can learn which addresses generated performance requests. It should also be possible for the City to have telephone operators log requests and respond by voice with the estimations.

GPS Tracker:

Each snow plowing vehicle will need to have located within it a mobile device, which must be affixed to the dashboard and plugged in to the vehicle power so as to charge continuously. This device should be easily passed to another driver and be able to be collected and removed from vehicles at the end of snow plowing operations.

Plow and Spreader Indicators:

There should be an additional option where one can connect the Plow Position and Spreader Position indicators to the mobile device. These indicators should be used (if available) to track specific plowing and spreading actions.

Installation:

The City will be responsible for purchasing all GPS Tracker mobile devices and purchasing a mobile service separate and apart from this contract; however, the Contractor will be responsible for identifying several models of GPS Trackers and mobile services that will be compatible with the Snow Plow Tracking Solution.

Training:

The selected Contractor will be responsible to provide training for drivers, and staff who will use the system.

Software Updates:

Contractors shall include in their price any necessary software updates for up to one year from the date of installation.

Support:

Contractor shall provide telephone tech support included in the annual service agreement 24 hours per day, 7 days per week, and 365 days per year.